

DECLARATION OF COVENANTS AND RESTRICTIONS

I. Recitals

This Declaration of Covenants and Restrictions dated _____ of _____, 2006, is between Donald R. Tharpe, Trustee of the Donald R. Tharpe Trust (“Tharpe”) and Board of Supervisors of Fauquier County (“Board”).

A. The Board and Tharpe wish to set forth in writing, in a manner which would bind certain property as set forth herein to certain restrictions, and set forth the obligation of Tharpe to proceed with a “hard line” easement dedication within an area abutting his 85-acre parcel which is located within the Bealeton Service District near Bealeton in Fauquier County.

B. Tharpe and the Board also wish to establish that the boundary of the Bealeton Service District will not extend further into Tharpe Great Marsh Farm, also referred to herein as PIN # 6899-59-5445, and to relinquish any further option to have this service district extend beyond the existing service district line.

NOW THEREFORE,

II. Consideration

In consideration of the premises, the mutual obligations of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

III. Agreement

A. Tharpe hereby dedicates a hard line easement fifty feet in width (“the easement area”) along the boundary between his property (PIN #6899-59-5445) and the 85-acres abutting his property that is within the Bealeton Service District, also identified as PIN # 6899-29-5691. This easement extends the full distance to Route 28. (See attached plat).

B. The said hard line easement dedication provides for no further development within the area; provided, however, that WSA-prescribed public utilities may traverse the easement to serve the 85 acres (PIN #6899-29-5691) and adjacent properties and any future use of the Tharpe property for educational purposes. Except as provided herein, the property within this easement shall not be denuded, defaced, or disturbed in any manner, or subjected to vehicular access other than maintenance vehicles, without the prior written approval of the Board. No structure of any kind shall be constructed within the easement area. The Board shall have the right to inspect and maintain any area which lies within the conservation easement, and to remove any improvements or other items which are constructed or located within the "hard line" buffer easement in contravention of the terms stated herein. Tharpe shall be responsible for maintenance of this easement. The maintenance of this easement shall not be the responsibility of the County or the Commonwealth.

C. The Board and Tharpe agree that no hard line easement beyond that described in this instrument and designated as the easement area is required or is contemplated to extend beyond its present boundaries.

D. Tharpe agrees that he will not initiate petition for, support, or in any way request an expansion of the service district to include areas beyond those presently bounded by the service district boundary line.

E. The parties agree that it is their intention to restrict permanently the service district boundary line and to prevent its encroachment on the Tharpe farm and to preclude the Tharpe farm from being included therein.

F. The hard line easement also provides that the possible Bealeton Bypass right of way may cross it at a width not to exceed 55' at its N.W. corner, and that the easement will not prevent such a right-of-way within its boundaries. (See survey) In the event Tharpe decides to

place the balance of the parcels (111.67 acre parcel identified as PIN 6899-59-5445, plus the adjacent 9.91 acre parcel shown on the attached plat and identified as PIN #6990-61-8180) into a conservation easement, a 55' strip fronting on route 28 for the length of the two parcels will not be included within any such easement."

G. Tharpe hereby further agrees to reserve, for a period of 25 years from the date of execution of this agreement, that area shown on the attached exhibit as "55' reservation for public use" for future right-of-way and agrees to dedicate the property to public use upon written request of the Board at any time within the 25 year period.

H. The parties agree that this Declaration of Covenants and Restrictions and Survey shall be recorded in the land records of Fauquier County, shall be binding upon the heirs successors and assigns of the Tharpe Trust property and that the restrictions herein recited shall become covenants running with the land and binding upon the Tharpe Trust and may be changed only by subsequent agreement between the Board of Supervisors and a subsequent owner, conforming in all respects to the procedures governing covenants described in the Fauquier County Zoning Ordinance Section 2-705. The covenants, dedications, restrictions and reservations described herein are with the free consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any. Tharpe covenants that he has the right to impose the restrictions set forth herein and convey the interests in said land to the Board; that he has done no act to encumber the said land; that the Board shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the said land as may be requisite.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of _____, 2006.

Donald R. Tharpe

State of Virginia:
County/City of _____, to wit:

The foregoing Declaration of Covenants and Restrictions was acknowledged before me _____, this _____ day of _____, 2006, by Donald R. Tharpe, Trustee of the Donald R. Tharpe Trust.

_____ (NOTARY)

My commission expires _____

Board of Supervisors of
Fauquier County

By _____

Approved as to form
County Attorney

The foregoing Declaration of Covenants and Restrictions was acknowledged before me _____, this _____ day of _____, 2006, by _____.